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After Recording, Please Return to:

Lori Hawkins
Riverview Trust Company
900 Washington Street, Suite 900
Vancouver, WA 98660-3455

Title of the Document: **ROAD MAINTENANCE AGREEMENT**

Grantor: Riverview Trust Company, Trustee of the Ramona A. Bennett Living Trust of March 17, 2006

Grantee: Riverview Trust Company, Trustee of the Ramona A. Bennett Living Trust of March 17, 2006

Legal Description: Lots 1, 2, and 3 of the Rocky River Short Plat, recorded under Auditor's File No. 2019-000572, records of Skamania County, Washington

Reference Numbers: 2009-173938 & 2019-000572

Assessor Parcel I.D. Nos.:
Lot 1: 02-05-31-2-0-0720-00
Lot 2: 02-05-31-2-0-0715-00
Lot 3: 02-05-31-2-0-0710-00

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX

NA

JUL 15 2019

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SKAMANIA COUNTY TREASURER

ROAD MAINTENANCE AGREEMENT for ROCKY RIVER ROAD - 1

ROAD MAINTENANCE AGREEMENT

for

ROCKY RIVER ROAD

RECITALS

A. The Ramona A. Bennett Living Trust of March 17, 2006 (hereinafter "Trust") is the owner of real property located at 71 Baar's Hollow Road, Washougal, Skamania County, Washington. Prior to a recent short plat of the parcel, this real property was legally described as provided in the attached Exhibit "A," incorporated herein by this reference, (hereinafter "Parcel A").

B. The Trust has subdivided Parcel A into four separate lots, named the Rocky River Short Plat, and the Trust currently owns all four subdivided lots. Attached as Exhibit "F" is a copy of the Rocky River Short Plat, incorporated herein by this reference, recorded under Skamania County Auditor's File No. 2019-000572 on April 22, 2019.

C. The Rocky River Short Plat has the following four lots: Lot 1 is legally described as provided in the attached Exhibit "B," incorporated herein by this reference. Lot 2 is legally described as provided in the attached Exhibit "C," incorporated herein by this reference. Lot 3 is legally described as provided in the attached Exhibit "D," incorporated herein by this reference. Lot 4 is legally described as provided in the attached Exhibit "E," incorporated herein by this reference.

D. Lots 1, 2, and 3 share a private roadway within the Rocky River Short Plat, which road has been named the Rocky River Road (hereinafter "Road") as shown in Exhibit "F." Lots 1, 2, and 3 shall hereinafter be collectively referred to as the "Properties." Lot 4 does not need nor have access to the Road, and is therefore expressly excluded from this Road Maintenance Agreement (hereinafter "Agreement").

E. The Trust desires to establish provisions for the maintenance of the Road and to allocate the cost of such maintenance between the Properties.

NOW, THEREFORE, for the mutual benefit of each of the Properties, the Trust hereby sets forth the following covenants and establishes a Road Maintenance Agreement as follows:

AGREEMENT

1. Declaration of Covenant. Each of the Properties are subject to the terms of this Agreement. Each of the owners of the Properties and their respective Lots shall be responsible for the upkeep and maintenance of the Road for the benefit and use of each of the Properties. Lot 4 herein is specifically excluded from this Agreement, as it does not need nor have access to the Road. Private driveways are not part of the Road, and shall be the sole responsibility of each Lot owner.

2. Voting. The Properties herein shall each have one vote that can be cast by any current owner of each Lot at the time the vote is cast. Each Lot has only one vote. If a certain Lot has more than one owner, that Lot still has only one vote, and any of the owners of that Lot may cast its vote. Unless otherwise noted herein, all votes cast shall require a simple majority of all Lots subject to this Agreement at the time of the vote to succeed. Except for emergencies, votes shall be cast only after three day's written notice of the time, place, and brief subject matter of the vote being first provided to an owner of each Lot within the Properties (notice provided to one owner is sufficient notice to all owners of a Lot). Written notice may be provided to owners by posting in a conspicuous place on the front door of a residence located on a Lot, or by personal service, mail, e-mail, or text. Any owner of the Properties may request a vote by written notice.

3. Share of Costs and Annual Maintenance Fund. All costs to maintain the Road shall be shared equally between the Properties regardless of lot size or location. Each year on or before January 31st (the due date), the owners of the Properties shall each deposit \$200 per Lot into a maintenance account, beginning in the January following the closing of a sale of the first Lot of the Properties by the Trust. These funds shall be held and used to pay for costs related to regular upkeep and maintenance of the Road.

4. Special Assessments. If it is determined by a majority of votes that regular maintenance costs will exceed the amount being held in the maintenance account and that additional funds are needed, or if extraordinary maintenance on the Road is needed over and above regular maintenance, or if state or local law requires certain maintenance and/or improvements to the Road, then such costs shall be considered a Special Assessment and shall be divided equally amongst the Properties regardless of lot size or location. The determination of what work should be done and whether it is necessary shall be made by a majority of votes. Costs under this paragraph shall be due within 30 days of completion of the work, unless a different due date is established by vote.

5. Damage Caused by a Specific Lot. If extraordinary damage, above normal wear and tear, is directly caused by the act or omission of the owners of one Lot, then the owners of such Lot shall be responsible to make repairs for the damage caused and to pay all costs for those repairs. Lot owners are also responsible for damage caused by their guests, invitees, licensees, employees, and/or agents.

6. Failure To Pay Costs. If a Lot owner fails to pay any amount required in this Agreement within 30 days of the due date, then the balance owed shall become an automatic lien against the delinquent Lot, with interest accruing on the balance at the rate of twelve percent per annum until paid in full. Any Lot owner of the Properties may record a lien against the delinquent Lot after the above time frame, and any Lot owner of the Properties may enforce such lien by any means available under law, including but not limited to foreclosure of the lien as a mortgage and/or seeking a personal judgment against owners of the Lot.

7. Administration of Agreement. The owners of the Properties may decide by majority vote how the collection of annual funds and special assessments shall be made, where the funds shall be deposited, who shall perform work on the Road, and how to otherwise administer the terms of this Agreement. A vote may include appointment of one or more Lot owners to collect and disperse funds herein and select contractors to perform road work. It is incumbent upon each Lot owner to speak with other Lot owners if they are unclear concerning the administration of this Agreement, and to seek a vote when necessary to clarify or fulfill the intent of this Agreement.

8. Future Subdivision of Lots. If, in the future, any of the Properties are further subdivided, then those new subdivided Lots shall also be subject to this Agreement. Beginning on the closing date of the first sale of each new subdivided Lot, the newly purchased Lot shall be included as one of the Properties herein, shall receive one vote, shall be responsible for an equal share of costs and responsibility for the upkeep and maintenance of the Road, and shall be subject to all other terms and conditions of this Agreement.

9. Agreement to Run With the Land. This Agreement and the covenants contained herein shall run with the land and shall be binding upon all of the Properties. The covenants contained in this Agreement shall bind and inure to the benefit of the owners of the Properties and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

10. Modification or Termination of Agreement. Modification or termination of this Agreement may be made at any time by written agreement executed by one hundred percent (100%) of all current owners of the Properties. Any modification or termination shall be evidenced by a suitable instrument filed for public record.

11. Miscellaneous. This Agreement replaces in its entirety any and all previous road maintenance agreements concerning the Road. If a lawsuit is filed to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs. Should any provision of this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed and effective on this 3rd day of July, 2019.

RIVERVIEW TRUST COMPANY,
TRUSTEE OF THE RAMONA A.
BENNETT LIVING TRUST OF MARCH 17,
2006

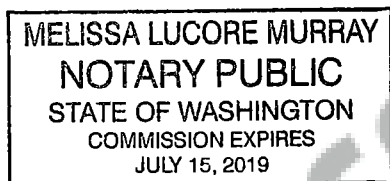
Lori M. Hawkins
LORI HAWKINS, Trust Officer, SVP

STATE OF WASHINGTON)

County of Clark) :ss.

On this day before me personally appeared LORI HAWKINS, to me known to be the person described herein, who stated on oath that she was authorized to execute the within and foregoing instrument as TRUST OFFICER of RIVERVIEW TRUST COMPANY, TRUSTEE of the RAMONA A. BENNETT LIVING TRUST OF MARCH 17, 2006, and who did execute the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed in said capacity for the uses and purposes therein mentioned.

WITNESS my hand and seal this 3 day of July, 2019.



Melissa Lucore Murray
Notary Public for Washington
Residing in Vancouver
My Commission Expires: July 15, 2019

EXHIBIT "A"

PARCEL A (Ramona Bennett Trust Original Lot)

A Tract of land in the Northwest Quarter of Section 31, Township 2 North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington, described as follows:

Lot 1 of the Baars Short Plat, recorded in Book 3 of Short Plats, Page 396, Skamania County Records.

Assessor Parcel I.D. No. 02-05-31-2-0-0700-00

EXHIBIT "B"

LOT 1

A Tract of land in the Northwest Quarter of Section 31, Township 2 North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington, described as follows:

Lot 1 of the Rocky River Short Plat, recorded under Auditor's File No. 2019-000572, Skamania County Records.

Assessor Parcel I.D. No. 02-05-31-2-0-0720-00

EXHIBIT "C"

LOT 2

A Tract of land in the Northwest Quarter of Section 31, Township 2 North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington, described as follows:

Lot 2 of the Rocky River Short Plat, recorded under Auditor's File No. 2019-000572, Skamania County Records.

Assessor Parcel I.D. No. 02-05-31-2-0-0715-00

EXHIBIT "D"

LOT 3

A Tract of land in the Northwest Quarter of Section 31, Township 2 North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington, described as follows:

Lot 3 of the Rocky River Short Plat, recorded under Auditor's File No. 2019-000572, Skamania County Records.

Assessor Parcel I.D. No. 02-05-31-2-0-0710-00

EXHIBIT "E"

LOT 4

A Tract of land in the Northwest Quarter of Section 31, Township 2 North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington, described as follows:

Lot 4 of the Rocky River Short Plat, recorded under Auditor's File No. 2019-000572, Skamania County Records.

Assessor Parcel I.D. No. 02-05-31-2-0-0700-00

EXHIBIT “F”

ROCKY RIVER SHORT PLAT

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